

Rochester Township Supervisors Meeting
Rochester Town Hall
Thursday, November 9, 2023
7:00 PM
AGENDA

- I. Call to order Town Board Meeting; Pledge of Allegiance
- II. Open comment period
- III. Minutes of the October 12, 2023 Board meeting
- IV. Deputy Report – Dean Thompson
- V. Continuing Business Reports
 - A. Treasurer’s Report – Randy Staver
 - B. Rochester Township claims
 - C. Joint Powers claims
 - D. Road Maintenance Supervisor Report – Pat McGowan
- VI. Tabled Items
 - A. Storm water ordinances – part of subdivision discussion
 - B. Resolution – land use plan amendment
- VII. Old Business
 - A. 2630 Wild Rose Ln SW
 - B. Land Use Planning work group
 - C. Speed study
- VIII. New Business
 - A. 2023 Road Mileage Certification
 - B. Westhill Drive SW
 - C. Subdivision Ordinance
 - D. RES2023_11_05 – Accept Roadway
 - E. Snow plowing – RES2023_11_01 Mayo Woodlands Third (Glenwood Road);
RES2023_11_02 Lilly Farm 4; RES2023_11_03 Millie Meadow Estates
Second; RES2023_11_04 Woodland Valley Estates
 - F. Township Park Discussion
- IX. Other Reports / Information Items
 - A. Information Items
 - i. TBD

Thursday, November 9, 2023

Agenda

- B. TCPA Report – Jeff Orth
- C. Planning & Zoning Commission Report
- D. Board Chair Report
- X. Other Business
- XI. Adjourn

Rochester Township

Board Meeting Minutes

October 12, 2023

Meeting was called to order at 7:00 pm by Chairman Jamie Neisen.

Members present - Matthew Kitzmann, Jamie Neisen, Jeff Orth, Michael Melford, Nathan Clarke and Randy Staver.

Guests – Pat McGowan, Dean Thompson, Dean Hegrenes, Brian Mueller, Effie Psimos and Kim Fleming.

Open Comments

- Effie Psimos and Kim Fleming, who are city of Rochester residents on the east side of Westhill Drive SW, asked why the 13 city residents pay an annual fee to the township. They thought it pertained to the home owner's association, which was dissolved about 2008. It was explained that the annual assessment is a result of a development agreement that was written in 2002 between the developer and township relative to road maintenance and how payment would be assessed.
- A speaker stated that a walking path located at 1314 Westhill Drive was given over by the developer. However, since the HOA no longer exists, responsibility for maintenance of the path is in question. Since the path lies within the city limits, the speaker was encouraged to speak with her city Ward representative.
- A speaker said that a solar array is being installed in the front yard at 1441 Westhill Drive. She was wondering if the township ordinances permit this to happen. The board was uncertain and Jamie said that we should ensure this is addressed as part of the current subdivision ordinance review.

Minutes – Nathan Clarke moved to approve the minutes for the September 14, 2023 meeting. Michael Melford seconded. All voted in favor and the motion passed.

Deputy's Report –

- Deputy Dean Thompson stated that there were 34 calls for service.
- Dean presented additional detail data for April through October that broke down the types of calls, e.g., accident, medical, domestic, traffic stop, etc.
- Nathan Clarke asked if law enforcement can sit only on public land or if they can sit on private land. Dean said that they can sit on private land with owner permission but that they tend to avoid doing that. Nathan commented that speed is influenced if motorists can see law enforcement.

Treasurer's Report –

- Treasurer Randy Staver reported. There was no unusual activity to report. The transition to IntraFi at ONB Bank has been completed. IntraFi, as discussed at an earlier meeting, is the system used to protect funds similar to FDIC while also spreading risk.
- Matt Kitzmann moved approval of the treasurer's report. Nathan Clarke seconded. All voted in favor and the motion passed.
- Jamie asked about costs associated with hosting the last OCTOA meeting. Randy said the township cost was about \$155 for food. Jamie posed whether Rochester township should host by itself next time. Randy commented that our turn only comes up once about every 18 months.

Rochester Township Claims – Jeff Orth moved and Michael Melford seconded to accept and pay Rochester Township claims #5387-5406 in the amount of \$27,428.01. All voted in favor and the motion passed.

JPB Claims – Jeff Orth moved and Michael Melford seconded to accept and pay Joint Powers Board claims #6335-6358 and the Rochester Township share in the amount of \$18,865.59, and a payroll share of \$12,649.80. All voted in favor and the motion passed.

Road Maintenance Supervisor Report –

- All mowing has been completed for the season.
- Equipment repairs and maintenance is occurring in preparation for winter.
- A new snow blade has been acquired and installed which makes some existing equipment more versatile.
- Pat talked about the Mayowood Estates phase 1 and 2 where the engineering firms changed in mid-project. Oversight was not as thorough as it should have been. A punch list has been created and resolution is in process.
- Pat discussed the gravel budget and some additional work that needs to occur.

2630 Wild Rose Lane SW –

- At the request of the township, Elcor submitted a quote for demolition of the structure. The sole purpose of obtaining the quote is so that valid information could be made available to potential property investors. It is not meant to imply that the township is moving forward with demolition.
- Legal action continues to move forward.

Land Use Planning Workgroup –

- Nathan had a brief follow up conversation with the Bolton & Menk representatives who presented at the last meeting. The township will pause on further activity at this time.

- Jeff Orth suggested that the township should consider establishing a public park at some point.
- Jeff raised a question he has heard about the height of mailboxes. Pat said that road maintenance can impact those measurements and create a non-compliance issue.

Speed Study –

- Additional speed study reports were distributed for 8th Street East and West bound.
- Pat has investigated installation of speed tables which are considered a more viable option.
- The cost would be about \$12,000 for a pair. They are considered movable and can be removed seasonally.
- Matt distributed a compilation of data collected to date that he and Nathan created.
- Matt noted that it seems a bit difficult to continue chasing the speed topic since it seems to be never-ending. There needs to be a realistic juncture for analysis and resolution.
- It was suggested that the signs could be moved and left in place for 30 days to gather more information. Pat was asked to coordinate.

Westhill Drive SW –

- Discussion continued from the open comments. Jamie discussed the development agreement and how the assessment value is determined. Nathan commented that while the annual percentages fluctuate quite a bit, the average over 20 years is about 2.6% per year which is about the annual inflation rate.
- A speaker commented on water issues and drainage. She said she had spent \$44,000 in recent years to install tiling.
- Pat said it was unusual this year to see significant water in the ditch. He noted that there are ditches and culverts on the township side of the road but no improvements on the city side.
- Jeff Orth stated that there are two separate questions. If there are issue (lapses) with the grading plan then those are questions for the developer and city. The township only deals with the road proper and its maintenance.
- The township can evaluate whether the sizing of culverts on the township side is adequate.
- Randy said he had spoken with the Ward representative, Patrick Keane, on the topic. Jamie said that we will need to initiate discussions with the city to determine options for ownership and maintenance of the road. He asked Randy to obtain contact information.

JPB Personnel Review –

- Jamie talked about the recent personnel review for Luke Lentz. Cascade township has agreed to the assessment and recommendations.

- Matt Kitzmann moved to support the personnel assessment, recommendations and compensation change. Michael Melford seconded. All voted in favor and the motion passed.

Subdivision Ordinance –

- This item continues to be discussed in conjunction with the stormwater ordinance.
- Jamie questioned whether solar farms should be considered in the subdivision or zoning ordinance.
- Jeff noted that other areas of the state have adopted moratoriums on new solar arrays.
- Jamie asked Dean Hegrenes how Cascade has handled the topic. The question will be researched.
- Matt said he had spoken with Arthur Handelman about the density question. He said they came up with a potential solution that focuses on overall density versus individual lot size.

Reports:

TCPA Report –

- Matt Kitzmann reported. There was considerable discussion about the lawsuit with TCPA and the township named as parties. TCPA is not insured by MATIT. TCPA has asked to be dropped from the lawsuit since they are just the administrative agency. John Johnson is pursuing how to gain legal representation.
- David Meir has set his date for retirement which is about 14 months in the future.
- Matt talked about the past arrangement as independent contractors. There is some thought whether the contract should be changed to an employee arrangement.

Board of Appeals & Adjustment Report (Township Board) –

- There was no action requested this month.

Planning and Zoning Commission Report –

- No more information other than what was provided earlier.

Board Chair Report –

- No information to report this month.

Other Business –

- 40th Street: Commissioner Brian Mueller has been involved. The township would like either the city or county take ownership of the road. The subject is being discussed at the county. Jamie thinks that it makes more sense that the county would take ownership. Nathan Clarke moved and Matt Kitzmann seconded to

formally request that the either the city or county take ownership of 40th Street. All voted in favor and the motion passed.

Upcoming Meetings –

- Joint Powers Board – November 10, 2023 – 9:00 am – Cascade Town Hall
- Planning and Zoning Commission – November 21, 2023 – 7:30 pm.

Meeting Adjourned – Jeff Orth moved to adjourn the meeting. Michael Melford seconded. All voted in favor and the motion passed. Meeting was adjourned at 9:15 pm.

Respectfully Submitted,

Randy Staver, Clerk / Treasurer

Jamie Neisen, Chairman

November 2023
Treasurer's Report

Period: 10/01/2023 - 10/31/2023

Accounts

Opening Balance - ONB - checking	#5320	\$ 120,000.01
Deposits	\$	1,704.33
Interest checking (4.00%)	\$	101.92
Checks / Withdrawals	\$	(50,629.39)
Sweep debits checking (-)	\$	(1,806.24)
Sweep credits checking (+)	\$	50,629.38
Ending balance checking	\$	120,000.01

Opening Balance - ONB - savings	#0201	\$ 130,000.00
Interest savings (4.00%)	\$	436.09
Sweep debits savings (-)	\$	(52,870.71)
Sweep credits savings (+)	\$	52,434.62
Ending balance savings	\$	130,000.00

Opening Balance - ONB - IntraFi	#0201	\$ 1,193,819.65
Interest ICS (4.00%)	\$	3,943.51
Sweep credits ICS (+)	\$	4,524.06
Sweep debits ICS (-)	\$	(66,489.88)
Ending balance ICS	\$	1,135,797.34

Total ONB ending balance	\$	1,385,797.35
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Adjustments	\$	385.50
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Cash Control ending balance	\$	1,386,182.85
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Total ending ONB balance	\$	1,385,797.35
- Reserve (1/2 of Est. Bud).	\$	(500,000.00)
- Designated ARPA funds	\$	(136,361.95)
- Designated Griffin road project		(\$98,951.82)
Available to Spend	\$	650,483.58

Deposits

Cafeteria plan	\$	-
TCPA rent	\$	-
MMB agricultural credit	\$	1,704.33
TBD	\$	-
TBD	\$	-
TBD	\$	-
TBD	\$	-
TBD	\$	-
Total	\$	1,704.33

PROJECT

- Westhill Road SW - invoice for road care annually - 2023 invoices have been mailed.

Rec'd \$ 5,720.00

- Griffin Construction (restricted funds):

Beginning balance	\$710,159.69	<u>Date Pd.</u>
Payment	(\$88,414.00)	9/6/2022
Payment	(\$318,968.03)	10/8/2022
Payment	(\$158,753.09)	11/5/2022
Payment	(\$1,838.25)	1/7/2023
Payment	(\$43,234.50)	7/21/2023
Payment	\$0.00	
Current balance	\$98,951.82	

- ARPA Expenditures (restricted funds):

Beginning balance	\$207,964.10	<u>Date Pd.</u>
JPB staffing	(\$2,549.19)	11/6/2021
JPB staffing	(\$2,549.19)	12/4/2021
LED lighting upgrade	(\$2,407.00)	4/15/2022
Office equipment - printer	(\$899.99)	4/15/2022
Backflow preventer work	(\$1,719.23)	5/7/2022
Speed signs	(\$9,392.00)	11/5/2022
Repair shop floor	(\$34,772.50)	2/9/2023
Office equipment - computer	(\$1,899.98)	3/31/2023
Boardroom monitor	(\$1,540.32)	6/30/2023
Town hall grill	(\$1,263.75)	6/30/2023
eadow Crossing Road striping	(\$12,609.00)	8/5/2023
(e) TBD	\$0.00	
(e) TBD	\$0.00	
(e) TBD	\$0.00	
(e) TBD	\$0.00	
(e) TBD	\$0.00	
(e) TBD	\$0.00	
Current balance	\$136,361.95	

Note: ARPA expenditures must be obligated by 12/31



975 34TH AVE. NW, ROCHESTER, MN 55901
Ph. 507-280-0621

Return Service Requested



ROCHESTER TOWNSHIP
4111 11TH AVE SW
ROCHESTER, MN 55902-1508

PERIODIC STATEMENT

Date: Oct 31, 2023
Period: Oct 01, 2023 to Oct 31, 2023
(31 days)

Building or Remodeling? ONB offers vast expertise in construction financing,
both commercial and residential. Contact us today! Equal Housing Lender.

Go Green and Sign Up for E-Statements!

Your Account(s) at a Glance

Deposit Account(s)	Account #	Interest Earned YTD	Balance as of 10/31
ONB Comm Checking -	CK-1000005320	579.06	120,000.01
ONB Community Saving	SV-0700000201	31,824.36	130,000.00

ACCOUNT #: CK - 1000005320 ONB Comm Checking - Int

ONB Community Checking

ROCHESTER TOWNSHIP

Enclosures: 11

Beginning Balance	
as of 10/01/23	120,000.01
Deposits & Other Credits	52,435.63
Charges & Fees	0.00
Checks & Other Debits	52,435.63
Average Balance	120,000.00
Ending Balance	
as of 10/31/23	120,000.01

Account #: CK -1000005320

PERIODIC STATEMENT
ROCHESTER TOWNSHIP

Oct 31, 2023

Beginning Balance	
as of 10/01/23	130,000.00
Deposits & Other Credits	52,870.71
Charges & Fees	0.00
Checks & Other Debits	52,870.71
Average Balance	128,365.89
Ending Balance	
as of 10/31/23	130,000.00

Charges and Fees Related to Overdrafts and Returned Items

	Total For This Period	Total Year-to-Date

Total Overdraft Fees:	0.00	0.00

Total Returned Items Fees:	0.00	0.00

Transaction Information

Date	Check#	Description	Debit Amount	Credit Amount
10/02		Minimum Balance/Sweep		
		Adjustment Credit		18,482.86
10/10		Minimum Balance/Sweep		
		Adjustment Credit		528.86
10/13		Minimum Balance/Sweep		
		Adjustment Credit		6,749.37
10/16		Minimum Balance/Sweep		
		Adjustment Credit		3,077.82
10/18		Minimum Balance/Sweep		
		Adjustment Credit		158.88
10/19		Minimum Balance/Sweep		
		Adjustment Credit		455.00
10/20		Minimum Balance/Sweep		
		Adjustment Credit		216.13
10/23		Minimum Balance/Sweep		
		Adjustment Credit		100.00
10/25		Minimum Balance/Sweep		
		Adjustment Credit		1,993.87

ONB Bank
975 34th Ave NW
Rochester, MN 55901

RETURN SERVICE REQUESTED

Rochester Township
4111 11th Ave SW
Rochester, MN 55902

Contact Us
507-280-0621
operations@bankononb.com
www.bankononb.com



Account
Rochester Township

Date
10/31/2023

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1 of 2

IntraFi Cash ServiceSM, or ICS[®], Monthly Statement

The following information is a summary of activity in your account(s) for the month of October 2023 and the list of FDIC-insured institution(s) that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through IntraFi Cash Service. Funds in your deposit accounts at the FDIC-insured institutions at which your funds have been placed will be "deposits," as defined by federal law.

Summary of Accounts

Account ID	Deposit Option	Interest Rate	Opening Balance	Ending Balance
*****201	Savings	4.00%	\$1,193,819.65	\$1,135,797.34
TOTAL			\$1,193,819.65	\$1,135,797.34

DETAILED ACCOUNT OVERVIEW

Account ID: *****201
Account Title: Rochester Township

Account Summary - Savings

Statement Period	10/1-10/31/2023	Average Daily Balance	\$1,159,027.87
Previous Period Ending Balance	\$1,193,819.65	Interest Rate at End of Statement Period	4.00%
Total Program Deposits	4,524.06	Statement Period Yield	4.08%
Total Program Withdrawals	(66,489.88)	YTD Interest Paid	4,205.42
Interest Capitalized	3,943.51		
Current Period Ending Balance	\$1,135,797.34		

Account Transaction Detail

Date	Activity Type	Amount	Balance
10/02/2023	Deposit	\$4,524.06	\$1,198,343.71
10/02/2023	Withdrawal	(15,861.50)	1,182,482.21
10/03/2023	Withdrawal	(18,482.86)	1,163,999.35
10/11/2023	Withdrawal	(528.86)	1,163,470.49
10/16/2023	Withdrawal	(6,749.37)	1,156,721.12
10/17/2023	Withdrawal	(3,077.82)	1,153,643.30
10/19/2023	Withdrawal	(158.88)	1,153,484.42
10/20/2023	Withdrawal	(455.00)	1,153,029.42
10/23/2023	Withdrawal	(216.13)	1,152,813.29
10/24/2023	Withdrawal	(100.00)	1,152,713.29
10/26/2023	Withdrawal	(1,993.87)	1,150,719.42
10/31/2023	Withdrawal	(18,865.59)	1,131,853.83
10/31/2023	Interest Capitalization	3,943.51	1,135,797.34

Summary of Balances as of October 31, 2023

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Banc of California	Santa Ana, CA	35498	\$146.32
BankUnited	Miami Lakes, FL	58979	249,195.10
East West Bank	Pasadena, CA	31628	122.64
First National Bank of Pennsylvania	Greenville, PA	7888	249,186.55
Pacific Western Bank	Beverly Hills, CA	24045	138,655.89
Synovus Bank	Columbus, GA	873	249,034.63
TransPecos Banks, SSB	Pecos, TX	11178	261.11
Zions Bancorporation, N. A.	Salt Lake City, UT	2270	249,195.10

For the Period : 10/1/2023 To 10/31/2023

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$1,099,258.89	\$1,806.25	\$11,696.03	\$1,089,369.11	\$0.00	\$1,685.83	\$1,091,054.94
Road and Bridge	(\$154,857.21)	\$0.00	\$20,583.96	(\$175,441.17)	\$0.00	\$170.00	(\$175,271.17)
Federal Programs - ARPA	(\$61,477.75)	\$0.00	\$0.00	(\$61,477.75)	\$0.00	\$0.00	(\$61,477.75)
Cafeteria Fund	\$1,874.97	\$0.00	\$0.00	\$1,874.97	\$0.00	\$0.00	\$1,874.97
Escrow Fund - Development	\$19,525.05	\$0.00	\$0.00	\$19,525.05	\$0.00	\$0.00	\$19,525.05
General Reserves	\$616,778.15	\$4,379.60	\$0.00	\$621,157.75	\$0.00	\$0.00	\$621,157.75
Sheriff Protection	\$6,411.68	\$0.00	\$0.00	\$6,411.68	\$0.00	\$0.00	\$6,411.68
Fire Protection	(\$161,007.38)	\$0.00	\$0.00	(\$161,007.38)	\$0.00	\$0.00	(\$161,007.38)
General Capital Projects	\$47,322.58	\$0.00	\$0.00	\$47,322.58	\$0.00	\$0.00	\$47,322.58
Electric	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTERNAL SERVICE FUNDS (701 through 799)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Clearing	(\$1,551.99)	\$0.00	\$0.00	(\$1,551.99)	\$0.00	\$0.00	(\$1,551.99)
Total	\$1,412,276.99	\$6,185.85	\$32,279.99	\$1,386,182.85	\$0.00	\$1,855.83	\$1,388,038.68

<u>Name of Fund</u>	<u>Beginning</u> <u>Balance</u>	<u>Total</u> <u>Receipts</u>	<u>Total</u> <u>Disbursed</u>	<u>Ending</u> <u>Balance</u>	<u>Less</u> <u>Deposits</u> <u>In Transit</u>	<u>Plus</u> <u>Outstanding</u> <u>Checks</u>	<u>Total</u> <u>Per Bank</u> <u>Statement</u>
Jamie Neisen	Chair, Town Supervisor				Date		
Jeff Orth	Town Supervisor				Date		
Matthew Kitzmann	Town Supervisor				Date		
Michael Melford	Town Supervisor				Date		
Nathan Clarke	Town Supervisor				Date		

Date Range : 10/1/2023 To 10/31/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
10/31/2023	GDO Law	Invoices 15134	5398	\$81.00	100-41110-304-	Council/Town Board	\$81.00
10/31/2023	Olmsted County Public Works Dept.	Various parts - September statement	5399	\$111.90	201-43138-230-	Misc Road Work	\$111.90
10/31/2023	People's Energy Cooperative	Electric bill for outdoor lights - October statement	5400	\$80.00	100-43160-386-	Street Lighting	\$80.00
10/31/2023	Charter Communications	Invoice 175428901102123 and 175428901092123	5401	\$259.98	100-41940-325-	General Government Buildings and Plant	\$259.98
10/31/2023	WHKS	Invoices 49453	5407	\$2,481.18	100-41110-314-817 100-41110-314-816 100-41110-314-804 100-41110-314-805 100-41110-314-808	Council/Town Board Council/Town Board Council/Town Board Council/Town Board Council/Town Board	\$204.00 \$756.08 \$136.00 \$421.10 \$964.00
10/31/2023	Rochester Township Cafeteria Acct	October 2023 paycheck cafeteria deposit	5408	\$208.33	100-41110-103-	Council/Town Board	\$208.33
10/31/2023	Joint Powers Board	October claims and payroll	5409	\$26,674.31	201-43127-310-	Joint Powers	\$26,674.31
10/31/2023	Olmsted County	Invoice SHER-147386	5410	\$5,736.60	100-42120-313-	Crime Control and Investigation	\$5,736.60
10/31/2023	Woodtick Tree and Stump LLC	Tree removal	5411	\$560.00	100-43120-408-	Road Maintenance	\$560.00
10/31/2023	Federal Government	November payroll taxes - Q4, #2	5412	\$866.65			

Date Range : 10/1/2023 To 10/31/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
					100-41110-103-	Council/Town Board	\$286.60
					100-41425-103-	Clerk	\$580.05
10/31/2023	State of Minnesota	November payroll taxes - Q4, #2	5413	\$84.91			
					100-41110-103-	Council/Town Board	\$1.24
					100-41425-103-	Clerk	\$83.67
10/31/2023	PERA	October 2023 payroll deductions	5414	\$878.56			
					100-41110-103-	Council/Town Board	\$479.06
					100-41425-103-	Clerk	\$399.50
10/31/2023	Empower - MN Deferred Comp Plan	October 2023 Deferred Income	5415	\$2,975.00			
					100-41110-103-102	Council/Town Board	\$1,275.00
					100-41110-103-103	Council/Town Board	\$700.00
					100-41110-100-104	Council/Town Board	\$1,000.00
Total For Selected Claims				\$40,998.42			\$40,998.42

Date Range : 10/1/2023 To 10/31/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
	Jamie Neisen		Chair, Town Supervisor				Date
	Jeff Orth		Town Supervisor				Date
	Matthew Kitzmann		Town Supervisor				Date
	Michael Melford		Town Supervisor				Date
	Nathan Clarke		Town Supervisor				Date

Rochester Township

Gross Pay Report

For the Period 11/1/2023 to 11/30/2023

Employee Name	Title	Gross Wages
Clarke, Nathan	Supervisor	1,127.27
Kitzmann, Matthew	Supervisor	1,127.27
Melford, Michael	Supervisor	1,127.27
Neisen, Jamie	Supervisor	1,409.08
Orth, Jeff	Supervisor	1,127.27
Staver, Randy R	Clerk/Treasurer	2,853.50

Joint Powers Board Report September meetir **Claims: Octob 6**

Rochester and Cascade Townships

	Total	Rochester Township	Cacade Township
Payroll:			
Pay: Payroll Claims	\$ 15,470.19		
Deductions & Township FICA	\$ 9,925.89		
	\$ -	\$ -	\$ -
Employee Ded HSA	\$ 981.31		
Total	\$ 26,377.39	\$ 13,188.70	\$ 13,188.70

Non- Payroll Disbursements:

Road Claims (51% / 49%)	\$ 16,874.63	\$ 8,606.06	\$ 8,268.57
Salt / Sand (46% / 54%)	\$ -	\$ -	\$ -
		\$ -	\$ -
Total Disbursements	\$ 43,252.02	\$ 21,794.76	\$ 21,457.26

Claims List	\$ 27,781.83
Net Pay Dist.	\$ 15,470.19

	\$ 43,252.02		
Equipment 1/12 of Amt. Budget	\$ 9,583.34	\$ 4,791.67	\$ 4,791.67
Sick Leave Escrow	\$ 175.76	\$ 87.88	\$ 87.88
Amount owed by each townsh	\$ 53,011.12	\$ 26,674.31	\$ 26,336.81
	\$ 53,011.12		
Should be 00	\$ -		

**2023 equipment budget = \$115,000

2023 Cascade	28.49 mil	49.10%
2023 Rochester	29.61 mil	50.90%
	5.52 miles gravel	
	24.09 miles paved	
total	58.1	
	52.58 paved	

	Amount	
6366	\$ 15.00	Premier
6375	\$ 554.31	MN Unemployment
6376	\$ 249.67	Reinders
6377	\$ 325.50	Thompsons
6378	\$ 91.44	Menards-S
6379	\$ 274.91	Menards-N
6380	\$ 180.36	White Cap
6381	\$ 11,750.86	Lesmeister
6382	\$ 10.22	ProLine
6384	\$ 481.17	K&M Glasss
6385	\$ 593.50	Manahan
6386	\$ 361.50	Towmaster
6387	\$ 450.51	Ronco
6359	\$ 37.34	Chris L
6360	\$ 26.20	Pat M
6367	\$ 132.97	C-Charter
	\$ -	Century Link
6374	\$ 362.00	R-Peoples
6373	\$ 208.00	C-Peoples
6368	\$ 60.16	RPU
6371	\$ 460.00	R-Waste Mgt
		C-Waste Mgt
6370	\$ 55.56	C-Mn Energy
6369	\$ 193.45	R-MN Energy
Total	\$ 16,874.63	
		Olm Aggregate
		Compass
Total	\$ -	Salt/Sand
6362	\$ 1,105.29	STATE
6365	\$ 3,232.99	PERA + Admin Fee
6372	\$ 16.00	NCPERS
6361	\$ 5,571.61	FED
Total Payrol	\$ 9,925.89	
Cafeteria Payments		
6364	\$ 650.00	Deferred Income
6363	\$ 331.31	CL HS A
	\$ 981.31	
Total	\$ 27,781.83	
Payroll	\$ 15,674.67	
	\$ 43,456.50	

Date Range : 10/1/2023 To 10/31/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
10/31/2023	Chris Lien	Reimbursement - mileage	6359	\$37.34	201-43111-331-	Fuel	\$37.34
10/31/2023	Pat McGowan	Reimbursement - mileage	6360	\$26.20	100-43111-331-	Fuel	\$26.20
10/31/2023	United States Treasury	November 2023 payroll taxes Q4 payment 2	6361	\$5,571.61	201-43102-171- 201-43102-122-	Road Salary Road Salary	\$3,830.37 \$1,741.24
10/31/2023	MN Department of Revenue	November 2023 payroll taxes Q4 payment 2	6362	\$1,105.29	201-43102-172-	Road Salary	\$1,105.29
10/31/2023	Premier Bank	Chris Lien HSA	6363	\$331.31	201-41440-173-361	Chris Lien HSA	\$331.31
10/31/2023	Empower	Deferred income - Chris L. and Pat M.	6364	\$650.00	201-41440-175- 201-41450-175-	Chris Lien HSA Pat McGowan HSA	\$250.00 \$400.00
10/31/2023	PERA	November 2023 payroll contributions	6365	\$3,232.99	201-43102-121- 201-43102-174-	Road Salary Road Salary	\$1,731.96 \$1,501.03
10/31/2023	Premier Bank Fees	November ACH processing fee	6366	\$15.00	100-41940-210-	General Government Buildings and Plant	\$15.00
10/31/2023	Charter Communications	Cascade phone and internet	6367	\$132.97	100-41940-386-200	General Government Buildings and Plant	\$132.97
10/31/2023	Rochester Public Utilities	2009272 - RT water only	6368	\$60.16	100-41940-382-201	General Government Buildings and Plant	\$60.16

Date Range : 10/1/2023 To 10/31/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
10/31/2023	Minnesota Energy Resources	Rochester 09/26/2023	6369	\$193.45			
					100-41940-383-201	General Government Buildings and Plant	\$193.45
10/31/2023	Minnesota Energy Resources	Cascade 10/19/2023	6370	\$55.56			
					100-41940-383-200	General Government Buildings and Plant	\$55.56
10/31/2023	Waste Managememt	Rochester trash	6371	\$460.00			
					100-41940-384-201	General Government Buildings and Plant	\$460.00
10/31/2023	NCPRS Group Life Ins	Chris Lien ID 1156 - November 2023	6372	\$16.00			
					201-41970-365-300	Insurance	\$16.00
10/31/2023	People's Energy Cooperative	Cascade Township	6373	\$208.00			
					100-41940-381-200	General Government Buildings and Plant	\$208.00
10/31/2023	People's Energy Cooperative	Rochester Township	6374	\$362.00			
					100-41940-381-201	General Government Buildings and Plant	\$362.00
10/31/2023	Minnesota Unemployment Insurance DE	Tim Haltom	6375	\$554.31			
					201-43102-101-	Road Salary	\$554.31
10/31/2023	Reinders, Inc.	hand crank seeder	6376	\$249.67			
					201-43136-261-	Salt, Sand & Hauling	\$249.67
10/31/2023	Thompson's Garage Door & Openers	fix garage door receiver (Cascade)	6377	\$325.50			
					201-41940-221-	General Government Buildings and Plant	\$325.50

Date Range : 10/1/2023 To 10/31/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
10/31/2023	Menards - Rochester South	driveway markers, shop supplies	6378	\$91.44	201-43115-221-	Shop & Equipment Supplies	\$91.44
10/31/2023	Menards - Rochester North	driveway markers, tools, safety equipment	6379	\$274.91	201-43115-221-	Shop & Equipment Supplies	\$274.91
10/31/2023	White Cap, L.P.	work gloves	6380	\$180.36	201-41940-219-	General Government Buildings and Plant	\$180.36
10/31/2023	Lesmeister Fleet Service Inc	DOT 2014 Mack, 2019 Mack, and 2021 Mack	6381*	\$11,750.86	201-43116-229-100 201-43116-229-113 201-43116-229-103	Heavy Equipment Repairs Heavy Equipment Repairs Heavy Equipment Repairs	\$11,374.30 \$141.68 \$234.88
10/31/2023	ProLine Dist.	sanding disc	6382	\$10.22	201-43115-221-	Shop & Equipment Supplies	\$10.22
10/31/2023	Original Mechanics	new equipment - HLA Snow Wing 624H (Rochester garage)	6383	\$38,615.00	401-43117-540-119	New Equipment Purchase	\$38,615.00
10/31/2023	K and M Glass, Inc.	Driver's side glass repair 2019 F450	6384	\$481.17	201-43116-219-105	Heavy Equipment Repairs	\$481.17
10/31/2023	Manahan Machine Shop Inc	stowaway ladder mounting 2021 F-550	6385	\$593.50	201-43116-221-117	Heavy Equipment Repairs	\$593.50
10/31/2023	Towmaster	2021 F-550 stowaway ladder	6386	\$361.50	201-43116-229-117	Heavy Equipment Repairs	\$361.50
10/31/2023	Ronco Engineering Sales, Inc.	hydraulic fitting and pipe - JD 624H Loader	6387	\$450.51	201-43116-229-108	Heavy Equipment Repairs	\$450.51

Date Range : 10/1/2023 To 10/31/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
Total For Selected Claims				\$66,396.83			\$66,396.83

Date

**RESOLUTION REQUESTING LAND USE PLAN AMENDMENT
BY ROCHESTER TOWNSHIP
FOR THE EAST ½ OF SECTIONS 29 & 32
RESOLUTION # _____**

WHEREAS, the laws of the State of Minnesota allows counties to administer land use within each county and to approve all Land Use Plan amendments to the adopted plan within their jurisdiction; and,

WHEREAS, Olmsted County, Minnesota has adopted a Land Use Plan titled “Olmsted County General Land Use Plan”, dated 1995 and most recently amended August 16, 2022 in effect for the entire County; and,

WHEREAS, Rochester Township adopted a land use plan on August 11, 1994 with amendments on July 11, 1996 and October 13, 2016 to be in effect for Rochester Township; and,

WHEREAS, over 580 acres of land designated by Olmsted County as “Suburban Subdivision” has gone from undeveloped to having at least an approved general development plan since 2020.

NOW, THEREFORE, BE IT RESOLVED, the Rochester Town Board requests, that the East ½ of both Sections 29 and 32 T106N R14W, Olmsted County, Minnesota be considered for designation as Suburban Subdivision based on the following findings:

1. Since 2020 over 580 acres of land has been processed in Rochester Township as undeveloped suburban subdivision lands to having approved general development plans.
2. When developing lands south of 40th Street SW, Olmsted County Public Works determined that a connection to Bamber Valley Road SW needed to be shown on those plans to show how traffic patterns from the Millie Meadow Development would connect to Bamber Valley Road SW.
3. The City of Rochester and Rochester Township have had a long-standing verbal agreement that lands west of Bamber Valley Road SW would be Suburban and not Urban.
4. Of the 320 acres in east ½ of Section 29 approximately only ½ is taxed as tillable land, according to the Olmsted County GIS Maps.
5. The area in Section 29 and the northern portion of Section 32 are currently included in the Rochester Township Land Use Plan for “Potential Suburban Subdivision”.

The board understands that the County has limited the number of acres to be added for suburban growth to 200 acres per year and that approximately 40 of that has already been used in the year 2023. We also know that another portion of Rochester Township will be requested to be changed from Urban Service to Suburban Subdivision, yet this year. This request will then be limited to the balance.

Additionally, Rochester Township understands that other requests may be presented in future years and is willing to limit their request to approximately 100 acres per year starting with the most northerly parcel and working southward. The first year would be parcel number 64.29.11.047343 and the north half of parcel number 64.29.14.046405.

Submitted to the Olmsted County Board for Consideration.

Passed and adopted this 9th day of November 2023.

Attest:

Jamie Neisen, Chair

Randy Staver, Clerk



Public Works
2122 Campus Drive SE—Suite 200
Rochester, MN 55904
Phone: 507-328-7070
E-mail: pwservice@olmstedcounty.gov

DATE: October 3, 2023
TO: Township Chairperson
FROM: Ben Johnson
Public Works Director/County Engineer
SUBJECT: 2023 Township Road Mileage Certification

In order to allocate the Town Road Account monies in 2024, certification of the 2023 township road mileage in your township will be necessary. Please certify and submit this form to the Olmsted County Public Works office by **November 15th** to secure your funding. Remember, only roads that have been maintained and open to the traveling public at least eight months of the year are eligible.

Please take the time to review your mileage and address any questions in the change column or add any new, revoked or closed roads are reflected in this year's certification. Please contact Jeff Busch with any questions at 507-328-7028

Please complete this form by either:

DocuSign

or

Mail to:
Olmsted County Public Works
Attn: Jeff Busch
2122 Campus Dr SE, Suite 200
Rochester, MN 55904

or e-mail to pwservice@olmstedcounty.gov.

I hereby certify that the mileages listed for the township of Rochester in the County of Olmsted is mileage that has been maintained and open to the traveling public at least eight months of the year 2023:

TOWNSHIP

Rochester Township

Total Township Mileage (mi.) 29.61

November 9, 2023
Date

Signature of Township Chairperson

12/14/2021

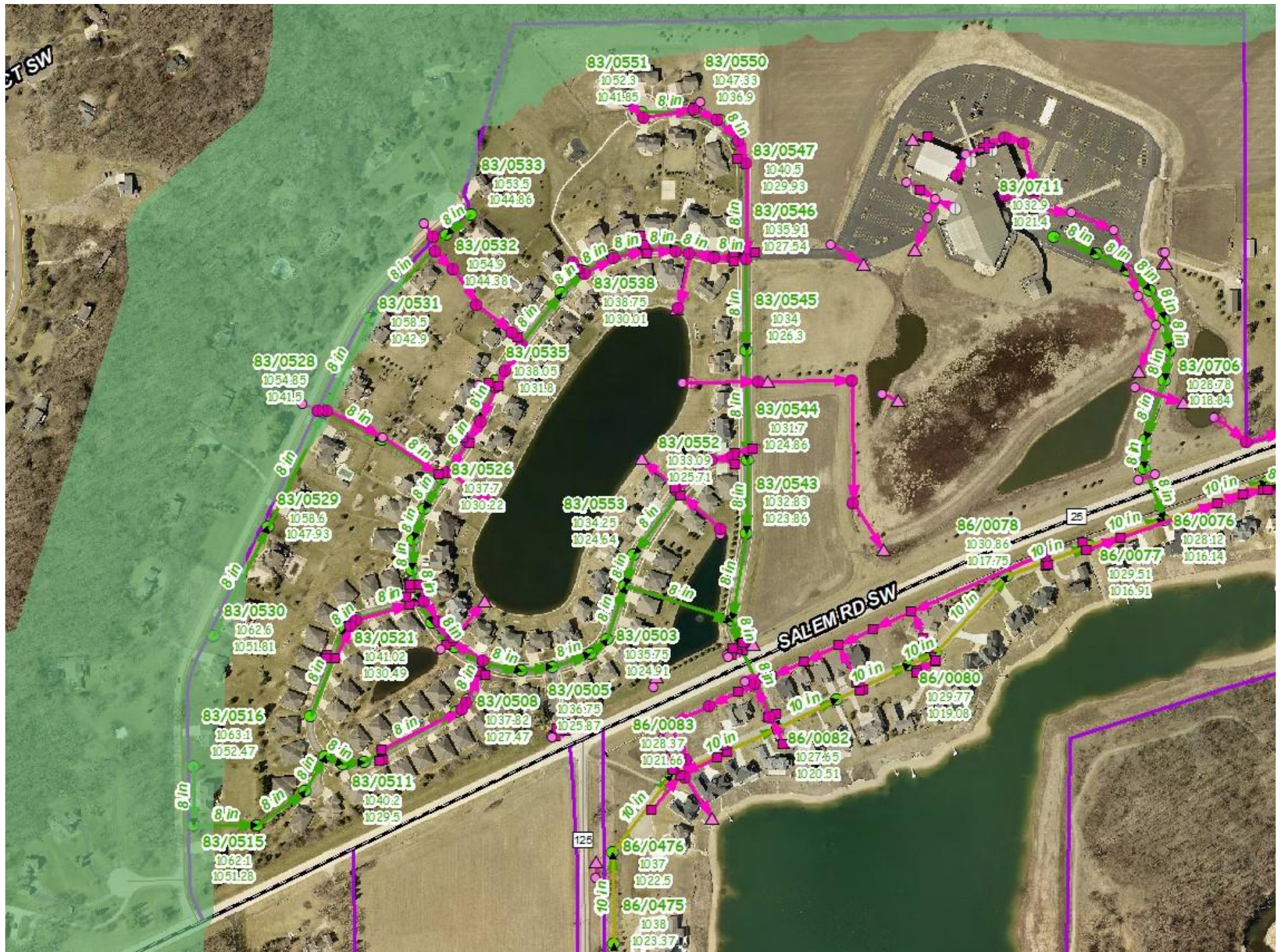
ROCHESTER TOWNSHIP

<u>TWP. NO.</u>	<u>T- #</u>	<u>Section #</u>	<u>AVE. / ST.</u>	<u>MILES</u>	<u>CHANGES?</u>
015	T-24	30, 31	60 Ave. SW	0.80	
015	T-126	28, 33	31 Ave. SW	1.25	
015	T-133	29, 30	50 St. & 55 Ave. SW	2.04	
015	T-155	21, 22	40 St. SW	1.50	
015	T-156	29	42 St. SW	0.51	
015	T-194	16	Mayowood Hills Dr. SW	0.57	
015	T-195	7, 18	Old Valley Rd. SW	0.53	
015	T-206	7	18 St. SW	0.39	
015	T-221	5	8 St. SW	0.53	
015	T-222	5	45 Ave. SW	0.64	
015	T-512	5	Oakland Ct. SW	0.08	
015	T-513	5	Meadow Ridge Dr. SW	0.36	
015	T-516	27	Windsor Chase Dr. SW	0.25	
015	T-519	4, 9	34 Ave. SW	0.24	
015	T-551	35	Quarve Rd. SE	0.38	
015	T-613	22	Lillie Ct. SW	0.29	
015	T-645	8	Weather Hill Rd. SW	0.46	
015	T-646	7, 8	Weather Hill Dr. SW	1.14	
015	T-647	8	E. Weather Hill Dr. SW	0.42	
015	T-650	18	Glencroft Ln. SW	0.64	
015	T-651	18	Stenbrea Ct. SW	0.16	
015	T-652	18	Heather Dr. SW	0.69	
015	T-653	28	Vista View Ct. SW	0.28	
015	T-656	35	Conway Ct. SE	0.23	
015	T-708	4	Historic Dr. SW	0.39	
015	T-709	4	Hill Ct. SW	0.14	
015	T-710	4	Country View Ct. SW	0.08	
015	T-711	4	Greenbriar Rd. SW	0.33	
015	T-712	4, 5	Paxton Rd. SW	0.37	
015	T-713	5	Courtney Ct. SW	0.07	
015	T-807	6	Partridge Dr. SW	0.21	
015	T-813	27	Windsor Hills Ln. SW	0.20	
015	T-888	8	Weather Hill Ridge Ct.	0.13	
015	T-889	8	Oak Ct. SW	0.10	
015	T-890	5	44 Ave. Ct. SW	0.12	
015	T-930	18	Salem Rd. Ct. SW	0.19	
015	T-939	8	Westhill Dr. SW	0.48	
015	T-940	8	Valley Ct. SW	0.04	
015	T-994	27	Windsor Ln. SW	0.14	
015	T-1030	16, 18	Meadow Crossing Rd. SW	2.17	
015	T-1060	16	Hardwood Ct. SW	0.23	
015	T-1061	17	Transit Ct. SW	0.26	
015	T-1040	18	Meadow Crossing Rd. SW	0.53	
015	T-1062	16	Transit Ct. SW	0.09	

12/14/2021

ROCHESTER TOWNSHIP

<u>TWP. NO.</u>	<u>T- #</u>	<u>Section #</u>	<u>AVE. / ST.</u>	<u>MILES</u>	<u>CHANGES?</u>
015	T-1063	16	Wright Rd. SW	0.72	
015	T-1064	8	Arrowhead Ln. SW	0.36	
015	T-1066	8	Weatherhill Ct. SW	0.13	
015	T-1067	8	Meadowlark Ct. SW	0.19	
015	T-1076	4, 5	Valley View Rd. SW	0.51	
015	T-1084	5	Ettenmoor Ln. SW	0.28	
015	T-1285	7	Boulder Creek Ln. SW	0.30	
015	T-1286	7	Boulder Creek Dr. SW	0.41	
015	T-1287	7	Weatherhill Ln SW	0.24	
015	T-1288	7	Seasons Ln. SW	0.16	
015	T-1290	19, 20	Heritage Dr. SW	0.51	
015	T-1292	20	Tara Ln. SW	0.08	
015	T-1293	19, 20	Heritage Ln. SW	0.30	
015	T-1291	19	Milly Ln.SW	0.10	
015	T-1354	17	Mayo Woodlands Rd. SW	0.85	
015	T-1356	17	Glenwood Rd. SW	0.13	
015	T-1357	17	Galena Pl. SW	0.21	
015	T-1358	17	Glenwood Ln. SW	0.17	
015	T-1359	16, 17	Headland Ct. SW	0.53	
015	T-1360	16	Hawkhill Ln. SW	0.29	
015	T-1361	16	Wild Rose Ln. SW	0.11	
015	T-1365	7	Creek Ln. SW	0.08	
015	T-	19	Creekside Ln SW	0.11	
015	T-	19	Creekview Ln SW	0.32	
015	T-	7	Hamlet Rd SW	0.27	New 2018
015	T-	7	Cherry Woods Ln SW	0.10	New 2018
015	T-	7	Trident Ln SW	0.32	New 2018
015	T-	16	Alderock Ln SW	0.15	New 2022
015	T-	30	Millie Rd SW	0.64	New 2022
015	T-	30	Millie Meadow Dr SW	0.39	New 2022
015	T-	30	Maggie May Ln SW		
015	T-	30	Millie Meadow Ln SW		
Total				29.61	



ROCHESTER TOWNSHIP

RESOLUTION AUTHORIZING SNOW REMOVAL AGREEMENT RESOLUTION NO. RES2023_11_01

WHEREAS, Ed Clark IS THE DEVELOPER (“Developer”) of the plat in Mayo Woodlands Third (Glenwood Road SW) (“Plat”) located in Rochester Township, Olmsted County, State of Minnesota;

And WHEREAS, Developer has dedicated certain rights of way for roadway and street purposes within said Plat to the Township of Rochester (“Platted Public Road”);

And WHEREAS, Developer has a duty and obligation to finish construction and improvement of said Platted Public Roads, and bring said Platted Public Roads up to township road standards;

And WHEREAS, Developer acknowledges its obligation to finish improvement of such Platted Public Roads and bring such Platted Public Roads up to Township road standards;

And WHEREAS, members of the public who reside within the aforementioned Plat have requested of Developer and the Township that the Platted Public Roads be cleared of snow so they are passable;

And WHEREAS, the Township has indicated its willingness to remove snow (snow removal only) on Platted Public Roads, so long as the Town is not deemed to have accepted such Platted Public Roads as Township roads, and further, so long as Developer agrees and understands that it will not claim that the Township has accepted such Platted Public Roads as Township roads, nor will Developer attempt to evade any of its responsibility to complete and upgrade the Platted Public Roads based on the Township agreeing to remove snow on the Platted Public Roads;

NOW THEREFORE, in exchange for the mutual agreements herein and at a cost of **\$0.82 per foot, distance of 7,020 feet, at a total cost of \$5,756.40 to the Developer, payable to Joint Powers Board**, the parties agree as follows:

1. The Township of Rochester shall remove snow from the Platted Public Roads located in the Plat to a reasonably passable condition for the 2023-2024 snow season.

2. Developer acknowledges a substantial benefit provided to Developer by the Township's willingness to remove snow from these Platted Public Roads in the form of reduced complaints, claims and other concerns that Developer might face from its residents/purchasers, and adequate consideration for this Agreement.
3. Developer specifically agrees and acknowledges that the Town maintains full discretion pursuant to Minn. Stat. § 164.08, and other applicable statutes and authorities, to determine at any time that it is no longer in the public interest to remove snow from the Platted Public Roads located within the Plat and to unilaterally discontinue said snow removal.
4. Developer specifically agrees that by undertaking the snow removal described in this Agreement and **Resolution No. 2023_11_01**, the Township does not accept the Platted Public Roads as Township roads, and binds itself to no future obligation for maintenance or upgrade of the Platted Public Roads.
5. Developer agrees that it cannot and will not argue before the Township, the County, any court of this State, or United States, or any other authority, that the Town has accepted the Platted Public Roads in question, or bound itself in any way to future maintenance of the Platted Public Roads in question. By way of example, and not by limitation, Developer agrees that it will not bring an impassible road complaint pursuant to Minn. Stat. § 163.16. Developer specifically agrees that it, its successors, heirs and assigns shall be bound by this agreement until such time as the Township passes a formal resolution accepting the Platted Public Roads located within the Plat.
6. Developer acknowledges that the Township will not pass a resolution accepting the roads until such time as Developer constructs and maintains the Platted Public Roads to appropriate Township road standards, to a reasonable satisfaction of the Township engineer and Town Board. Developer acknowledges its responsibility to construct and maintains said roads, at its own cost, to Township specifications, as specified in the Developer's Agreement.

Adopted this _____ day of _____, 2023.

BY THE BOARD

Town Chairperson

Developer

Mayo Woodlands Third
Development

Attest: _____
Town Clerk

ROCHESTER TOWNSHIP

RESOLUTION AUTHORIZING SNOW REMOVAL AGREEMENT RESOLUTION NO. RES2023_11_02

WHEREAS, Gene Peters and Mark Hanson ARE THE DEVELOPERS (“Developer”) of the plat in Lilly Farm 4 (“Plat”) located in Rochester Township, Olmsted County, State of Minnesota;

And WHEREAS, Developer has dedicated certain rights of way for roadway and street purposes within said Plat to the Township of Rochester (“Platted Public Road”);

And WHEREAS, Developer has a duty and obligation to finish construction and improvement of said Platted Public Roads, and bring said Platted Public Roads up to township road standards;

And WHEREAS, Developer acknowledges its obligation to finish improvement of such Platted Public Roads and bring such Platted Public Roads up to Township road standards;

And WHEREAS, members of the public who reside within the aforementioned Plat have requested of Developer and the Township that the Platted Public Roads be cleared of snow so they are passable;

And WHEREAS, the Township has indicated its willingness to remove snow (snow removal only) on Platted Public Roads, so long as the Town is not deemed to have accepted such Platted Public Roads as Township roads, and further, so long as Developer agrees and understands that it will not claim that the Township has accepted such Platted Public Roads as Township roads, nor will Developer attempt to evade any of its responsibility to complete and upgrade the Platted Public Roads based on the Township agreeing to remove snow on the Platted Public Roads;

NOW THEREFORE, in exchange for the mutual agreements herein and at a cost of **\$0.82 per foot, distance of 1,181 feet, at a total cost of \$968.42 to the Developer, payable to Joint Powers Board**, the parties agree as follows:

1. The Township of Rochester shall remove snow from the Platted Public Roads located in the Plat to a reasonably passable condition for the 2023-2024 snow season.

2. Developer acknowledges a substantial benefit provided to Developer by the Township's willingness to remove snow from these Platted Public Roads in the form of reduced complaints, claims and other concerns that Developer might face from its residents/purchasers, and adequate consideration for this Agreement.
3. Developer specifically agrees and acknowledges that the Town maintains full discretion pursuant to Minn. Stat. § 164.08, and other applicable statutes and authorities, to determine at any time that it is no longer in the public interest to remove snow from the Platted Public Roads located within the Plat and to unilaterally discontinue said snow removal.
4. Developer specifically agrees that by undertaking the snow removal described in this Agreement and **Resolution No. 2023_11_02**, the Township does not accept the Platted Public Roads as Township roads, and binds itself to no future obligation for maintenance or upgrade of the Platted Public Roads.
5. Developer agrees that it cannot and will not argue before the Township, the County, any court of this State, or United States, or any other authority, that the Town has accepted the Platted Public Roads in question, or bound itself in any way to future maintenance of the Platted Public Roads in question. By way of example, and not by limitation, Developer agrees that it will not bring an impassible road complaint pursuant to Minn. Stat. § 163.16. Developer specifically agrees that it, its successors, heirs and assigns shall be bound by this agreement until such time as the Township passes a formal resolution accepting the Platted Public Roads located within the Plat.
6. Developer acknowledges that the Township will not pass a resolution accepting the roads until such time as Developer constructs and maintains the Platted Public Roads to appropriate Township road standards, to a reasonable satisfaction of the Township engineer and Town Board. Developer acknowledges its responsibility to construct and maintains said roads, at its own cost, to Township specifications, as specified in the Developer's Agreement.

Adopted this _____ day of _____, 2023.

BY THE BOARD

Town Chairperson

Developer

Lilly Farm 4
Development

Attest: _____
Town Clerk

ROCHESTER TOWNSHIP

RESOLUTION AUTHORIZING SNOW REMOVAL AGREEMENT RESOLUTION NO. RES2023_11_03

WHEREAS, Gene Peters and Mark Hanson ARE THE DEVELOPERS (“Developer”) of the plat in Millie Meadow Estates (“Plat”) located in Rochester Township, Olmsted County, State of Minnesota;

And WHEREAS, Developer has dedicated certain rights of way for roadway and street purposes within said Plat to the Township of Rochester (“Platted Public Road”);

And WHEREAS, Developer has a duty and obligation to finish construction and improvement of said Platted Public Roads, and bring said Platted Public Roads up to township road standards;

And WHEREAS, Developer acknowledges its obligation to finish improvement of such Platted Public Roads and bring such Platted Public Roads up to Township road standards;

And WHEREAS, members of the public who reside within the aforementioned Plat have requested of Developer and the Township that the Platted Public Roads be cleared of snow so they are passable;

And WHEREAS, the Township has indicated its willingness to remove snow (snow removal only) on Platted Public Roads, so long as the Town is not deemed to have accepted such Platted Public Roads as Township roads, and further, so long as Developer agrees and understands that it will not claim that the Township has accepted such Platted Public Roads as Township roads, nor will Developer attempt to evade any of its responsibility to complete and upgrade the Platted Public Roads based on the Township agreeing to remove snow on the Platted Public Roads;

NOW THEREFORE, in exchange for the mutual agreements herein and at a cost of **\$0.82 per foot, distance of 2,355 feet, at a total cost of \$1,931.10 to the Developer, payable to Joint Powers Board**, the parties agree as follows:

1. The Township of Rochester shall remove snow from the Platted Public Roads located in the Plat to a reasonably passable condition for the 2023-2024 snow season.

2. Developer acknowledges a substantial benefit provided to Developer by the Township's willingness to remove snow from these Platted Public Roads in the form of reduced complaints, claims and other concerns that Developer might face from its residents/purchasers, and adequate consideration for this Agreement.
3. Developer specifically agrees and acknowledges that the Town maintains full discretion pursuant to Minn. Stat. § 164.08, and other applicable statutes and authorities, to determine at any time that it is no longer in the public interest to remove snow from the Platted Public Roads located within the Plat and to unilaterally discontinue said snow removal.
4. Developer specifically agrees that by undertaking the snow removal described in this Agreement and **Resolution No. 2023_11_03**, the Township does not accept the Platted Public Roads as Township roads, and binds itself to no future obligation for maintenance or upgrade of the Platted Public Roads.
5. Developer agrees that it cannot and will not argue before the Township, the County, any court of this State, or United States, or any other authority, that the Town has accepted the Platted Public Roads in question, or bound itself in any way to future maintenance of the Platted Public Roads in question. By way of example, and not by limitation, Developer agrees that it will not bring an impassible road complaint pursuant to Minn. Stat. § 163.16. Developer specifically agrees that it, its successors, heirs and assigns shall be bound by this agreement until such time as the Township passes a formal resolution accepting the Platted Public Roads located within the Plat.
6. Developer acknowledges that the Township will not pass a resolution accepting the roads until such time as Developer constructs and maintains the Platted Public Roads to appropriate Township road standards, to a reasonable satisfaction of the Township engineer and Town Board. Developer acknowledges its responsibility to construct and maintains said roads, at its own cost, to Township specifications, as specified in the Developer's Agreement.

Adopted this _____ day of _____, 2023.

BY THE BOARD

Town Chairperson

Developer

Millie Meadow Estates
Development

Attest: _____
Town Clerk

ROCHESTER TOWNSHIP

RESOLUTION AUTHORIZING SNOW REMOVAL AGREEMENT RESOLUTION NO. RES2023_11_04

WHEREAS, Ian Keith IS THE DEVELOPER (“Developer”) of the plat in Woodland Valley Estates (“Plat”) located in Rochester Township, Olmsted County, State of Minnesota;

And WHEREAS, Developer has dedicated certain rights of way for roadway and street purposes within said Plat to the Township of Rochester (“Platted Public Road”);

And WHEREAS, Developer has a duty and obligation to finish construction and improvement of said Platted Public Roads, and bring said Platted Public Roads up to township road standards;

And WHEREAS, Developer acknowledges its obligation to finish improvement of such Platted Public Roads and bring such Platted Public Roads up to Township road standards;

And WHEREAS, members of the public who reside within the aforementioned Plat have requested of Developer and the Township that the Platted Public Roads be cleared of snow so they are passable;

And WHEREAS, the Township has indicated its willingness to remove snow (snow removal only) on Platted Public Roads, so long as the Town is not deemed to have accepted such Platted Public Roads as Township roads, and further, so long as Developer agrees and understands that it will not claim that the Township has accepted such Platted Public Roads as Township roads, nor will Developer attempt to evade any of its responsibility to complete and upgrade the Platted Public Roads based on the Township agreeing to remove snow on the Platted Public Roads;

NOW THEREFORE, in exchange for the mutual agreements herein and at a cost of **\$0.82 per foot, distance of 3,250 feet, at a total cost of \$2,665.00 to the Developer, payable to Joint Powers Board**, the parties agree as follows:

1. The Township of Rochester shall remove snow from the Platted Public Roads located in the Plat to a reasonably passable condition for the 2023-2024 snow season.

2. Developer acknowledges a substantial benefit provided to Developer by the Township's willingness to remove snow from these Platted Public Roads in the form of reduced complaints, claims and other concerns that Developer might face from its residents/purchasers, and adequate consideration for this Agreement.
3. Developer specifically agrees and acknowledges that the Town maintains full discretion pursuant to Minn. Stat. § 164.08, and other applicable statutes and authorities, to determine at any time that it is no longer in the public interest to remove snow from the Platted Public Roads located within the Plat and to unilaterally discontinue said snow removal.
4. Developer specifically agrees that by undertaking the snow removal described in this Agreement and **Resolution No. 2023_11_04**, the Township does not accept the Platted Public Roads as Township roads, and binds itself to no future obligation for maintenance or upgrade of the Platted Public Roads.
5. Developer agrees that it cannot and will not argue before the Township, the County, any court of this State, or United States, or any other authority, that the Town has accepted the Platted Public Roads in question, or bound itself in any way to future maintenance of the Platted Public Roads in question. By way of example, and not by limitation, Developer agrees that it will not bring an impassible road complaint pursuant to Minn. Stat. § 163.16. Developer specifically agrees that it, its successors, heirs and assigns shall be bound by this agreement until such time as the Township passes a formal resolution accepting the Platted Public Roads located within the Plat.
6. Developer acknowledges that the Township will not pass a resolution accepting the roads until such time as Developer constructs and maintains the Platted Public Roads to appropriate Township road standards, to a reasonable satisfaction of the Township engineer and Town Board. Developer acknowledges its responsibility to construct and maintains said roads, at its own cost, to Township specifications, as specified in the Developer's Agreement.

Adopted this _____ day of _____, 2023.

BY THE BOARD

Town Chairperson

Developer

Woodland Valley Estates
Development

Attest: _____
Town Clerk